

UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS

SUFFOLK, ss.

CIVIL ACTION NO.: 1:24-cv-13172-DJC

DAVID McCOY and AMY McCOY,     )  
Plaintiffs,                         )  
                                       )  
v.                                     )  
                                       )  
EAST COAST AERO CLUB, INC.,     )  
et al                                 )  
Defendants                            )

**PLAINTIFFS' REPLY TO COUNTERCLAIMS OF THE DEFENDANTS,**  
**JOHN NUTT AND NEW ENGLAND AERONAUTICS, INC.**

Now come the Plaintiffs, David McCoy and Amy McCoy (**hereinafter collectively "McCoy"**), and they file their Reply to the Counterclaims of the Defendants, John Nutt and New England Aeronautics, Inc. (**hereinafter "Nutt and NEA"**) dated January 15, 2025.

**COUNTERCLAIMS**

**PARTIES**

1. McCoy admits the allegations contained in paragraph 1 of the counterclaim of Nutt and NEA.
2. McCoy is without sufficient information so as to form a belief as to the truth or falsity of the allegations contained in paragraph 2 of the counterclaim of Nutt and NEA and therefore denies the same.

**FACTS**

3. McCoy is without sufficient information so as to form a belief as to the truth or falsity of the allegations contained paragraph 3 of the counterclaim of Nutt and NEA and therefore denies the same.
4. McCoy is without sufficient information so as to form a belief as to the truth or falsity of the allegations contained in paragraph 4 of the counterclaim of Nutt and NEA and therefore denies the same.
5. McCoy is without sufficient information so as to form a belief as to the truth or falsity of the allegations contained in

paragraph 5 of the counterclaim of Nutt and NEA and therefore denies the same.

6. McCoy is without sufficient information so as to form a belief as to the truth or falsity of the allegations contained in paragraph 6 of the counterclaim of Nutt and NEA and therefore denies the same.
7. McCoy is without sufficient information so as to form a belief as to the truth or falsity of the allegations contained in paragraph 7 of the counterclaim of Nutt and NEA and therefore denies the same.
8. McCoy denies the allegations contained in paragraph 8 of the counterclaim of Nutt and NEA.
9. McCoy denies the allegations contained in paragraph 9 of the counterclaim of Nutt and NEA.
10. McCoy denies the allegations contained in paragraph 10 of the counterclaim of Nutt and NEA.
11. McCoy denies the allegations contained in paragraph 11 of the counterclaim of Nutt and NEA.
12. McCoy denies the allegations contained in paragraph 12 of the counterclaim of Nutt and NEA.

#### **COUNT I**

##### **ABUSE OF PROCESS**

13. McCoy realleges and reavers the allegations contained in paragraphs 1 through 12 of the counterclaim of Nutt and NEA set forth heretofore.
14. McCoy denies the allegations contained in paragraph 14 of the counterclaim of Nutt and NEA.
15. McCoy denies the allegations contained in paragraph 15 of the counterclaim of Nutt and NEA.

#### **COUNT II**

##### **MALICIOUS PROSECUTION**

16. McCoy realleges and reavers the allegations contained in paragraphs 1 through 15 of the counterclaim of Nutt and NEA set forth heretofore.
17. McCoy is without sufficient information so as to form a belief as to the truth or falsity of the allegations contained in

paragraph 17 of the counterclaim of Nutt and NEA and therefore denies the same.

18. McCoy denies the allegations contained in paragraph 18 of the counterclaim of Nutt and NEA.
19. McCoy denies the allegations contained in paragraph 19 of the counterclaim of Nutt and NEA.
20. McCoy denies the allegations contained in paragraph 20 of the counterclaim of Nutt and NEA.
21. McCoy denies the allegations contained in paragraph 21 of the counterclaim of Nutt and NEA.

### **COUNT III**

#### **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

##### **(On behalf of John Nutt)**

22. McCoy realleges and reavers the allegations contained in paragraphs 1 through 21 of the counterclaim of Nutt and NEA set forth heretofore.
23. McCoy denies the allegations contained in paragraph 23 of the counterclaim of Nutt and NEA.
24. McCoy denies the allegations contained in paragraph 24 of the counterclaim of Nutt and NEA.
25. McCoy denies the allegations contained in paragraph 25 of the counterclaim of Nutt and NEA.
26. McCoy denies the allegations contained in paragraph 26 of the counterclaim of Nutt and NEA.

### **COUNT IV**

#### **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

##### **(On behalf of John Nutt) (Sic)**

27. McCoy realleges and reavers the allegations contained in paragraphs 1 through 26 of the counterclaim of Nutt and NEA set forth heretofore.
28. McCoy denies the allegations contained in paragraph 28 of the counterclaim of Nutt and NEA.
29. McCoy denies the allegations contained in paragraph 29 of the counterclaim of Nutt and NEA.
30. McCoy denies the allegations contained in paragraph 30 of the counterclaim of Nutt and NEA.

31. McCoy denies the allegations contained in paragraph 31 of the counterclaim of Nutt and NEA.

**FIRST AFFIRMATIVE DEFENSE**

The counterclaim fails to state a claim upon which relief can be granted.

**SECOND AFFIRMATIVE DEFENSE**

All or substantially all of the Counterclaim Plaintiffs' claims are wholly insubstantial, frivolous and not advanced in good faith and the Counterclaim Plaintiffs are represented by counsel; and as a result, the Counterclaim Plaintiffs are obligated to pay the Counterclaim Defendants reasonable counsel fees, costs and expenses.

**THIRD AFFIRMATIVE DEFENSE**

No conduct by the Counterclaim Defendants has caused the Counterclaim Plaintiffs any injury or loss.

**FOURTH AFFIRMATIVE DEFENSE**

The Counterclaim Plaintiffs' claims are barred in whole or in part by the doctrines of waiver, estoppel and/or laches.

**FIFTH AFFIRMATIVE DEFENSE**

The Counterclaim Plaintiffs' Complaint is barred by the applicable statute of limitations.

**SIXTH AFFIRMATIVE DEFENSE**

The damages complained of were caused in whole or in part by the conduct of the Counterclaim Plaintiffs.

**SEVENTH AFFIRMATIVE DEFENSE**

If the Counterclaim Plaintiffs were damaged as alleged, said damages were caused by the acts or omissions of persons for whose conduct the Counterclaim Defendants are not legally responsible.

**EIGHTH AFFIRMATIVE DEFENSE**

If the Counterclaim Plaintiffs were damaged as alleged, said damages were the result of an unforeseeable intervening cause for which the Counterclaim Defendants are not legally responsible.

**NINTH AFFIRMATIVE DEFENSE**

The counterclaim fails to state sufficient facts or a cause of action against the Counterclaim Defendants.

**TENTH AFFIRMATIVE DEFENSE**

The Counterclaim Defendants reserve the right to assert additional affirmative defenses based upon information learned or obtained through discovery.

WHEREFORE, the Counterclaim Defendants, David McCoy and Amy McCoy, demand that:

1. Judgment enter for them on all counts of the counterclaim and that the counterclaim be dismissed with prejudice;
2. This Court find in accordance with G.L. c.231, §6F, that the counterclaim was wholly insubstantial, frivolous and not advanced in good faith;
3. They be awarded attorneys fees and costs; and,
4. For further relief as this Court deems just and appropriate.


Plaintiffs

By Their Attorney,

**CERTIFICATE OF SERVICE**

I hereby certify that on this day a true copy of the above document was served upon the attorney of record for each party by mail by hand / email

Dated: Dennis R. Brown 2/4/25



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DATED: February 4, 2025

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